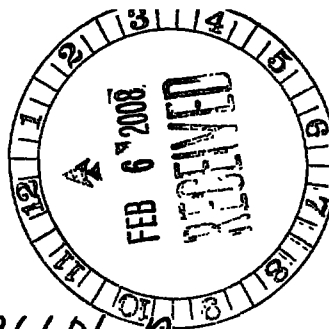


January 28, 2008



**Nathan
Sommers
Jacobs**

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

RECORDATION NO. 26606-A FILED

FEB 07 '08

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SURFACE TRANSPORTATION BOARD

Re: Recordation of First Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 26606.

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a first amendment to security agreement dated as of September 11, 2007 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Debtor:

Sulcom, Inc.
10001 Woodloch Forest Drive, Suite 400
The Woodlands, Texas 77380

Secured Party:

Amegy Bank National Association
5 Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

A description of the equipment covered by the First Amendment to Security Agreement is as described on Exhibit "A" hereto.

A short summary of the First Amendment to Security Agreement to appear in the index is as follows:

First Amendment to Security Agreement dated as of September 11, 2007 between Sulcom, Inc., 10001 Woodloch Forest Drive, Suite 400, The Woodlands, Texas 77380 ("Debtor") and

A Professional Corporation
ATTORNEYS AND COUNSELORS
2800 POST OAK BOULEVARD | 61ST FLOOR
HOUSTON, TEXAS 77056-6102
MAIN: 713.960.0303

DIRECT: 713.892.4863 | FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party"), and covering the tank cars described on Exhibit "A" hereto.

A fee of \$35.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,

A handwritten signature in black ink, appearing to read "Ana M. McLaughlin". The signature is fluid and cursive, with the first name "Ana" and last name "McLaughlin" clearly distinguishable.

Ana M. McLaughlin
Legal Assistant

:AMM

encl

EXHIBIT "A"

Railcars

SULCON OWNED CARS

ITDX

1	ITDX	8800	North American Railcar
2	ITDX	8830	North American Railcar
3	ITDX	8833	North American Railcar
4	ITDX	8834	North American Railcar
5	ITDX	8885	North American Railcar
6	ITDX	8879	North American Railcar
7	ITDX	8884	North American Railcar
8	ITDX	8888	North American Railcar
9	ITDX	8888	North American Railcar
10	ITDX	8889	North American Railcar
11	ITDX	8890	North American Railcar
12	ITDX	8891	North American Railcar
13	ITDX	8892	North American Railcar
14	ITDX	8801	North American Railcar
15	ITDX	8804	North American Railcar
16	ITDX	8809	North American Railcar
17	ITDX	8812	North American Railcar
18	ITDX	8813	North American Railcar
19	ITDX	8814	North American Railcar
20	ITDX	8815	North American Railcar
21	ITDX	8817	North American Railcar
22	ITDX	8821	North American Railcar
23	ITDX	8822	North American Railcar
24	ITDX	8823	North American Railcar

SULCOM Railcars

25	ITDX	8824	North American Railcar
26	ITDX	8826	North American Railcar
27	ITDX	8828	North American Railcar
28	ITDX	8831	North American Railcar
29	ITDX	8832	North American Railcar
30	ITDX	8833	North American Railcar
31	ITDX	8835	North American Railcar
32	ITDX	8838	North American Railcar
33	ITDX	8838	North American Railcar
34	ITDX	8840	North American Railcar
35	ITDX	8843	North American Railcar
36	ITDX	8844	North American Railcar
37	ITDX	8845	North American Railcar
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74	ITDX	18171	North American Railcar
75	ITDX	18210	North American Railcar
76	ITDX	18212	North American Railcar

SULCOM Railcars

77	ITDX	18213	North American Railcar
78	ITDX	18215	North American Railcar
79	ITDX	18218	North American Railcar
80	ITDX	18222	North American Railcar
81	ITDX	18224	North American Railcar
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114	ITDX	18423	North American Railcar
115	ITDX	18433	North American Railcar
116	ITDX	18471	North American Railcar
117	ITDX	18472	North American Railcar
118	ITDX	18602	North American Railcar
119	ITDX	18603	North American Railcar
120	ITDX	18604	North American Railcar
121	ITDX	18605	North American Railcar
122	ITDX	18606	North American Railcar
123	ITDX	18608	North American Railcar
124	ITDX	18609	North American Railcar
125	ITDX	18610	North American Railcar
126	ITDX	18611	North American Railcar
127	ITDX	18614	North American Railcar
128	ITDX	18615	North American Railcar

SULCOM Railcars

129	ITDX	17486	North American Railcar
130	ITDX	17487	North American Railcar
131	ITDX	17488	North American Railcar
132	ITDX	17489	North American Railcar
133	ITDX	17470	North American Railcar
134	ITDX	17471	North American Railcar
135	ITDX	17472	North American Railcar
136	ITDX	17474	North American Railcar
137	ITDX	17478	North American Railcar

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FIRST AMENDMENT TO SECURITY AGREEMENT SURFACE TRANSPORTATION BOARD

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of September 11, 2007, is between SULCOM, INC., a Delaware corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, International Commodities Export Corporation, a Delaware corporation (the "Borrower") and Secured Party have entered into that certain Loan Agreement dated as of September 12, 2006, as amended by First Amendment to Loan Agreement dated as of September 12, 2006 and Second Amendment to Loan Agreement dated as of September 11, 2007 (the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed (a) that certain Security Agreement, dated as of September 12, 2006 (the "Security Agreement") and (b) that certain Guaranty Agreement referred to in Section 1.2(c) of this Amendment, for the benefit of Secured Party pursuant to which, and subject to the terms and conditions thereof, Debtor has guaranteed to Secured Party the obligations of Borrower under the Loan Agreement.

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Second Amendment to Loan Agreement referred to above.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.Amendments

1. Amendment to Section 1.2(a). Effective as of the date hereof, Section 1.2(a) of the Security Agreement is amended to read in its entirety as follows:

(a) the obligations and indebtedness of Borrower to Secured Party evidenced by (i) that certain promissory note in the original principal amount of \$7,500,000.00 dated September 11, 2007, executed by Borrower and payable to the order of Secured Party, which was executed in renewal, extension and modification of, but not in discharge or novation of, that certain promissory note in the original principal amount of \$15,000,000.00 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-A"), (ii) that certain promissory note in the original

principal amount of \$2,182,581.68 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-B") and (iii) that certain promissory note in the original principal amount of \$1,733,917.12 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-C" and together with Note-A and Note-B, the "Notes");

2. Amendment to Section 1.2(c). Effective as of the date hereof, Section 1.2(c) of the Security Agreement is amended to read in its entirety as follows:

(c) the obligations and indebtedness of Debtor to Secured Party under that certain Guaranty Agreement dated as of September 11, 2007 (the "Guaranty Agreement");

3. Amendment to Section 1.2. Effective as of January 8, 2008, paragraph (h) shall be added to Section 1.2 of the Security Agreement and shall read in its entirety as follows:

(h) the obligations and indebtedness of SA Barge, LLC, a Delaware limited liability company ("SA Barge") to Secured Party evidenced by that certain promissory note in the original principal amount of \$353,500.00 dated January 8, 2008, executed by SA Barge and payable to the order of Secured Party.

ARTICLE II.

Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

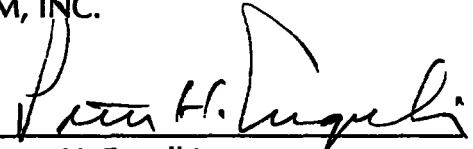
7. No Oral Agreements. This Amendment, the Guaranty Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

EXECUTED as of the date first above written.

DEBTOR:

SULCOM, INC.

By: _____


Peter H. Engelking
Vice President

By: _____


Jeremy Sheppe
Authorized Signatory

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

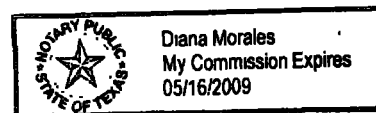
By: _____


T.J. Raguso
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 9th day of January, 2008, this instrument was acknowledged before me by Peter H. Engelking, Vice President of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

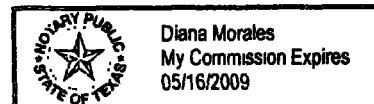
Diana Morales
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 9th day of January, 2008, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

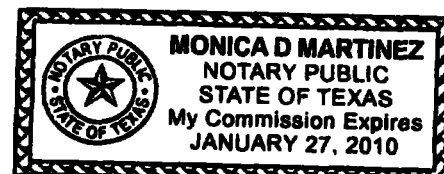
Diana Morales
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

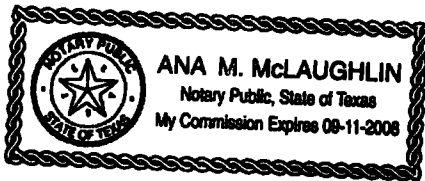
On this 14th day of January, 2008, this instrument was acknowledged before me by T.J. Raguso as Senior Vice President of Amegy Bank National Association, a national banking association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Monica D. Martinez
Notary Public, State of Texas



State of Texas §
 §
County of Harris §

On this 28th day of January, 2008, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the First Amendment to Security Agreement.



Ana M McLaughlin
Notary Public, State of Texas